

<i>SERFF Tracking Number:</i>	<i>CNNA-125875282</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPRO-08-6026-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6026-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CPRO-08-6026-AR

SERFF Tr Num: CNNA-125875282 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Co Tr Num: CPRO-08-6026-AR

State Status: Fees verified and received

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Edith Roberts, Brittany Yielding

Author: Sharon Whitaker

Disposition Date: 11/13/2008

Date Submitted: 10/27/2008

Disposition Status: Approved

Effective Date Requested (New): 05/01/2009

Effective Date (New):

Effective Date Requested (Renewal): 05/01/2009

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/13/2008

State Status Changed: 11/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file revised forms per the attached explanatory memorandum.

Final printed copies are attached for your review.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by February 1, 2009 for the software to be mailed to our agents on March 1, 2009 for the effective date of May 1, 2009.

SERFF Tracking Number: CNNA-125875282 State: Arkansas  
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: CPRO-08-6026-AR  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
 Product Name: CPRO-08-6026-AR  
 Project Name/Number: /

Your approval is respectfully requested for use on policies effective on or after May 1, 2009.

## Company and Contact

### Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon\_grubbs@cinfin.com  
 6200 S. Gilmore Road (513) 870-2091 [Phone]  
 Fairfield, OH 45014

### Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio  
 6200 S. Gilmore Road Group Code: 244 Company Type:  
 Fairfield, OH 45014 Group Name: State ID Number:  
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	10/27/2008	23498957

SERFF Tracking Number:	CNNA-125875282	State:	Arkansas
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TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0000 Other Liability Sub-TOI Combinations
Product Name:	CPRO-08-6026-AR		
Project Name/Number:	/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/13/2008	11/13/2008

<i>SERFF Tracking Number:</i>	<i>CNNA-125875282</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPRO-08-6026-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6026-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Disposition

Disposition Date: 11/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	MEMORANDUM	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION	Approved	Yes

SERFF Tracking Number: CNNA-125875282 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CPRO-08-6026-AR  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: CPRO-08-6026-AR  
Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4055	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4055 08 07 Previous Filing #:		PA4055 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4056	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4056 08 07 Previous Filing #:		PA4056 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4057	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4057 08 07 Previous Filing #:		PA4057 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4058	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4058 08 07 Previous Filing #:		PA4058 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4059	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4059 08 07 Previous Filing #:		PA4059 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4060	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4060 08 07 Previous Filing #:		PA4060 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4061	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4061 08 07 Previous Filing #:		PA4061 07-08.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4062	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PA 4062 08 07 Previous Filing #:		PA4062 07-08.pdf
Approved	PRIOR ACTS	PA 4063	07 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00		PA4063

SERFF Tracking Number: CNNA-125875282 State: Arkansas  
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
 Product Name: CPRO-08-6026-AR  
 Project Name/Number: /

	COVERAGE			nt/Amendm	PA 4063 08 07	07-08.pdf
	ENDORSEMENT			ent/Condi	Previous Filing #:	
				ons		
Approved	DENTIST'S	PA 421	07 08	Endorseme Replaced	Replaced Form #:0.00	PA421 07-
	PROFESSIONAL			nt/Amendm	PA 421 08 07	08.pdf
	PRIOR ACTS			ent/Condi	Previous Filing #:	
	OR OMISSIONS			ons		
	EXTENSION					





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIOR ACTS COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM  
CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM  
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM**

Schedule				
Name	Retroactive Date	Effective Date	Limits of Insurance	Premium
			Each Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____

- I. SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit"

seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **II.** of this endorsement; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insur-

ance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph **3. Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:
  - (1) The "professional incident" takes place in the "coverage territory";
  - (2) A "claim" arises from both:
    - (a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
    - (b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
  - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph **c.** below.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
  - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for damages because of injury caused by a "professional incident" to the same person will be deemed to have been made at

the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph **2. Exclusions** is amended to include the following:

This insurance does not apply to:

- 1. **Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

- 2. **Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. "Claims" made or "suits" brought; or
  - b. Persons or organizations making "claims" or bringing "suits".
- 2. Subject to **3.** below, the Each Incident Limit is the most we will pay for the sum of all damages arising out of any one "professional incident".
- 3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.
- 4. The Limits of Insurance as described in Paragraphs **1.**, **2.** and **3.** above apply separately to each insured listed by name in this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a.** The receipt of a demand, other than a "suit", for damages which alleges a "professional incident";
  - b.** A "professional incident" which you report to us during the policy period which might result in a "claim"; or
  - c.** A "suit" that is brought.
- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM**  
**COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM**

### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Incident: \$ _____	\$ _____
		Aggregate: \$ _____	

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to "professional liability". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

(1) The "professional incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

- c. A "claim" for "professional liability" shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior

insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for damages because of "professional liability" to the same person will be deemed to have been made at the time the first of those "claims" is made.
- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. Exclusions** is amended to include the following:

This insurance does not apply to:

**1. Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

**2. Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Incident Limit is the most we will pay for the sum of all damages arising out of any one "professional incident".
3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for damages which alleges a "professional incident";
- b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE  
COVERAGE FORM  
TEACHER'S PROFESSIONAL LIABILITY COVERAGE FORM

### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Claim: \$ _____	\$ _____
		Aggregate: \$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to "interrelated injury". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a "claim" and settle any "claim" that may result, But:

- (1) The amount we will pay for damages is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "interrelated injury" takes place in the "coverage territory";
- (2) A "claim" arises from "interrelated injury" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

c. A "claim" for "interrelated injury" shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

d. All "claims" for damages because an "interrelated injury" will be deemed to have been made at the

time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

**B. Paragraph 2. Exclusions** is amended to include the following:

This insurance does not apply to:

**1. Prior to Retroactive Date**

"Interrelated injury" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

**2. Prior Known Interrelated Injury**

"Interrelated injury" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

**II. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or

- c. Persons or organizations making "claims" or bringing "suits".

- 2. Subject to 3. below, the Each Claim Limit is the most we will pay for the sum of all damages arising out of "interrelated injury".

- 3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

**III. SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for damages which alleges injury to which this insurance applies;
- b. An incident or circumstance which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

**IV. Nothing** contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

#### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Incident: \$ _____	\$ _____
		Aggregate: \$ _____	

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "professional incident" takes place in the "coverage territory";
- (2) A "claim" arises from both:

- (a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below,

- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or



(2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first,

d. All "claims" for "damages" because of injury caused by a "professional incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

e. This insurance shall apply ad infinitum.

B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Claims" made or "suits" brought; or

c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Incident Limit is the most we will pay for the sum of all "damages" arising out of any one "professional incident".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

a. The receipt of a demand, other than a "suit", for "damages" which alleges a "professional incident";

b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or

c. A "suit" that is brought.

IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM  
MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM  
NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM

### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Medical Incident: \$ _____	\$ _____
		Aggregate: \$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "medical incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any "claim" that may result, But:

(1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

(1) The "medical incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "medical incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "medical incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior

insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "medical incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

**B. Paragraph 2. Exclusions** is amended to include the following:

This insurance does not apply to:

- 1. Prior to Retroactive Date**

"Medical incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

- 2. Prior Known Medical Incidents**

"Medical incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

**II. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Medical Incident Limit is the most we will pay for the sum of all "damages" arising out of any one "medical incident".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

**III. SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "medical incident";
- b. A "medical incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

**IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM  
PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM**

Retroactive Date	Effective Date	SCHEDULE	Limits of Insurance	Premium
		Each Wrongful Act:	\$ _____	\$ _____
		Aggregate:	\$ _____	
		Deductible:	\$ _____	

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result. But:
- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "wrongful act" takes place in the "coverage territory";

- (2) A "claim" arises from both:

- (a) A "wrongful act" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (b) An injury resulting from the "wrongful act" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- (2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "wrongful act" or "interrelated wrongful acts" will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph 2, **Exclusions** is amended to include the following:

This insurance does not apply to:

**1. Prior to Retroactive Date**

"Wrongful acts" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

**2. Prior Known Wrongful Acts**

"Wrongful acts" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of "interrelated injury".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

**4. Deductible**

Our obligation to pay "damages" resulting from "claims" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

**5. Reimbursement**

If we have paid any amounts in settlement or satisfaction of "claims" or judgments in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "wrongful act";
- b. A "wrongful act" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

#### SCHEDULE

#### COVERAGE A - INDIVIDUAL PROFESSIONAL LIABILITY

**Named Insured(s):**

(Same as the Declarations attached to this Coverage Part, unless another entry is made here)

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Medical Incident:	\$ _____
			\$ _____
		Aggregate:	\$ _____

#### COVERAGE B - BUSINESS ENTITY PROFESSIONAL LIABILITY

**Named Insured(s):**

(Same as the Declarations attached to this Coverage Part, unless another entry is made here)

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Business Entity Incident:	\$ _____
			\$ _____
		Aggregate:	\$ _____

- I. **SECTION I - COVERAGES** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. **Coverage A - Insuring Agreement - Individual Professional Liability** is deleted in its entirety and replaced by the following:

1. **Coverage A - Insuring Agreement - Individual Professional Liability**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "medical incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance

does not apply. We may, at our discretion, investigate any "medical incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement;
- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus the costs and

expenses incurred up to the date of such refusal; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES**, Paragraph 4. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "medical incident" takes place in the "coverage territory";

- (2) A "claim" arises from both:

- (a) A "medical incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (b) An injury resulting from the "medical incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "medical incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

**B. Paragraph 2. Coverage B - Insuring Agreement - Business Entity Professional Liability** is deleted in its entirety and replaced by the following:

**2. Coverage B - Insuring Agreement - Business Entity Professional Liability**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "business entity incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "business entity incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement;

- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus the costs and expenses incurred up to the date of such refusal; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES**, Paragraph 4. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:
  - (1) The "business entity incident" takes place in the "coverage territory";
  - (2) A "claim" arises from both:
    - (a) A "business entity incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
    - (b) An injury resulting from the "business entity incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
  - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
  - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for "damages" because of injury caused by a "business entity incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.
- e. This insurance shall apply ad infinitum.

**C. Paragraph 3. Exclusions** is amended to include the following:

This insurance does not apply to:

#### **1. Prior to Retroactive Date**

"Medical incidents" or "business entity incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

#### **2. Prior Known Medical or Business Entity Incidents**

"Medical incidents" or "business entity incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

**II. SECTION II - WHO IS AN INSURED** is amended to include the following, but only with respect to the insurance coverage afforded under this endorsement:

Paragraphs **1.** and **2.** apply only to those persons or entities listed in the Schedule of this endorsement.

**III. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".
2. The Individual Professional Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" under **COVERAGE A**, subject to Paragraph **6.** below.
3. The Business Entity Professional Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" under **COVERAGE B**.
4. Subject to **2.** above, the Each Medical Incident Limit shown in the Schedule of this endorsement is the most we will pay for all "damages" under **COVERAGE A** because of all injury arising out of any one "medical incident".
5. Subject to **3.** above, the Each Business Entity Incident Limit shown in the Schedule of this endorsement is the most we will pay for all "damages" under **COVERAGE B** because of all injury arising out of any one "business entity incident".



6. Under **COVERAGE A**, the Aggregate Limit and the Each Medical Incident Limit shown in the Schedule of this endorsement apply separately to each individual named in the Schedule of this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "medical incident" or "business entity incident";
- b. A "medical incident" or "business entity incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM

#### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Wrongful Act: \$ _____	\$ _____
		Aggregate: \$ _____	
		Deductible: \$ _____	

- I. **SECTION I - COVERAGES** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. **COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY** Paragraph 1, **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "loss" because of a "claim" due to injury caused by a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and negotiate the settlement of any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section II, of this endorsement;
- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or

continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus "claims expenses" incurred up to the date of such refusal. If the insured refuses to settle, once the total "claims expenses" equals the amount for which the "claim" could have been settled plus all "claims expenses" incurred up to the time we made our recommendation, we shall have the right to withdraw from the further investigation and defense thereof by tendering control of such investigation or defense to the insured and the insured agrees, as a condition of the issuance of this Coverage Part, to accept such tender and proceed solely at its own cost and expense; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This insurance applies to all "claims" covered hereunder only if:

(1) The "wrongful act" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "wrongful act" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "wrongful act" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or

(2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

d. All "claims" for "damages" because of injury caused by a "wrongful act" or "interrelated wrongful acts" will be deemed to have been made at the time the first of those "claims" is made.

e. This insurance shall apply ad infinitum.

B. Paragraph 2, **Exclusions** is amended to include the following:

This insurance does not apply to:

**1. Prior to Retroactive Date**

"Wrongful acts" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

**2. Prior Known Wrongful Acts**

"Wrongful acts" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Claims" made or "suits" brought; or

c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Wrongful Act Limit is the most we will pay for the sum of all "loss" arising out of "interrelated injury".

3. The Aggregate Limit is the most we will pay for the sum of all "loss" for all "claims" to which this insurance applies.

4. All "claims expenses" shall first be subtracted from the limits of insurance, with the remainder, if any, being the amount available to pay as "damages". If the limits of insurance are exhausted prior to settlement or judgment of any pending "claim", we shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.

**5. Deductible**

Our obligation to pay "damages" and "claims expenses" resulting from "claims" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" and "claims expenses" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

**6. Reimbursement**

If we have paid any amounts in settlement or satisfaction of "claims" or judgments or for "claims expenses" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

**III. SECTION V - DEFINITIONS** is amended as follows:

The definition of "claim" is amended to include a "wrongful act" which you report to us during the policy period which might result in a "claim".

**IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

#### SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Professional Incident: \$ _____	\$ _____
		Aggregate: \$ _____	
		Deductible: \$ _____	

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I -**

**COVERAGE, Paragraph 3. Supplementary Payments.**

- b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "professional incident" takes place in the "coverage territory";

- (2) A "claim" arises from both:

- (a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.

- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any

insured, by any insured's prior insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "professional incident" will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
    - b. "Claims" made or "suits" brought; or
    - c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of "inter-related injury".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

4. Our obligation to pay "damages" resulting from "claims" arising out of a "professional incident" or "interrelated professional incidents" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. If we have paid any amounts in settlement or satisfaction of "claims" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth for in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "professional incident";
    - b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or
    - c. A "suit" that is brought.

- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION**

This endorsement modifies insurance provided under the following:

### **DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM**

<b>Schedule</b>				
<b>Name</b>	<b>Retroactive Date</b>	<b>Effective Date</b>	<b>Limits of Insurance</b>	<b>Premium</b>
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____

**I. SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

**A. Paragraph 1. Insuring Agreement** is deleted in its entirety and replaced by the following:

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "dental incident". We will have the right and duty to defend the in-

sured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "dental incident" and, only with your written consent, settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY, Paragraph 3. Supplementary Payments - Coverage A.**

- b. This insurance applies to all "claims" covered hereunder only if:
- (1) The "dental incident" takes place in the "coverage territory";
  - (2) A "claim" arises from a "dental incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
  - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
  - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for "damages" because of injury caused by a "dental incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.
- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Dental incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Dental Incidents**

"Dental incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. "Claims" made or "suits" brought; or
  - b. Persons or organizations making "claims" or bringing "suits".
2. Subject to 3. below, the Each Dental Incident Limit is the most we will pay for the sum of "damages" under **COVERAGE A.** arising out of any one "dental incident".
3. The Aggregate Limit is the most we will pay for the sum of "damages" under **COVERAGE A.** for all "claims" to which this insurance applies.
4. The Limits of Insurance as described in paragraphs 1., 2. and 3. above apply separately to each insured listed by name in this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth for the Dentist's Professional Liability Occurrence Coverage Form Declarations to which this endorsement is attached.

III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "dental incident";



- b.** A "dental incident" which you report to us during the policy period which might result in a "claim"; or
  - c.** A "suit" that is brought.
- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

<i>SERFF Tracking Number:</i>	<i>CNNA-125875282</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPRO-08-6026-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6026-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125875282 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CPRO-08-6026-AR  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: CPRO-08-6026-AR  
Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**  
Approved 11/13/2008

**Comments:**

**Attachments:**

F777AR\_CPRO-08-6026-AR.pdf  
F778AR\_307 \_CPRO-08-6026-AR.pdf

**Satisfied -Name:** MEMORANDUM

**Review Status:**  
Approved 11/13/2008

**Comments:**

**Attachment:**

#MEMOF.pdf

**Property & Casualty Transmittal Document**

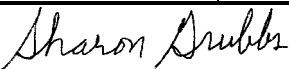
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

<b>5. Company Tracking Number</b>	<b>CPRO-08-6026-AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
6200 South Gilmore Road Fairfield, Ohio 45014-5141	Senior Filing Specialist	513-870-2091	513-888-8884	Sharon_grubbs@cinfin.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Sharon Grubbs		

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	OTHER LIABILITY
10. Sub-Type of Insurance (Sub-TOI)	PROFESSIONAL LIABILITY
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	n/a
12. Company Program Title (Marketing title)	n/a
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 05/01/2009      Renewal: 05/01/09
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	n/a
17. Reference Organization # & Title	n/a
18. Company's Date of Filing	10/27/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CPRO-08-6026-AR
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Memorandum

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** EFT FILING

**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>CPRO-08-6026-AR</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4055 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4056 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4057 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4058 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4059 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4060 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4061207 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4062 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4063 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION	PA 421 07 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**ARKANSAS  
DIVISION SEVEN - PROFESSIONAL LIABILITY  
FORMS MEMORANDUM**

<b>NEW FORM</b>	<b>OLD/WITHDRAWN FORM</b>	<b>TITLE/DESCRIPTION OF CHANGE</b>
PA 4055 07 08	PA 4055 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4056 07 08	PA 4056 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4057 07 08	PA 4057 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4058 07 08	PA 4058 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4059 07 08	PA 4059 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4060 07 08	PA 4060 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4061 07 08	PA 4061 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3) and I.B.2.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4062 07 08	PA 4062 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 4063 07 08	PA 4063 08 07	PRIOR ACTS COVERAGE ENDORSEMENT Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.
PA 421 07 08	PA 421 08 07	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION Under I.A1.b.(3), the words "during the policy period" were deleted from the end of the sentence.